Application No. 09/693,437
Amendment dated January 25, 2006
In Reply to Office Action mailed October 25, 2005

<u>**REMARKS/ARGUMENTS**</u>

Claims 1-62 remain in this application, including independent claims 1, 16, 31, 46, and 52.

The Office Action of October 25, 2005 rejected claims 1-62 under 35 USC §103(a) as being unpatentable over by U.S. Published Application No. 20010049634 (the "Stewart" reference) in view of U.S. Patent No. 5,903,873 (the "Peterson" reference). The rejection is respectfully traversed. As described in greater detail below, the present invention provides a unique network configure for allow individual consumers that are part of a larger networked entity to securely access personalized insurance information and to securely make personalized insurance selections.

Stewart, as described in its abstract, provides an on-line interactive network community for the integrated purchase and sale of metals, particularly steel. The community provides an on-line supply chain of steel from raw products producers through the eventual end user customer for steel products. Buyer members and seller members after they have been qualified to participate and are assigned their unique member identifications, and sale of products, such as steel coils, by means of the electronic system. Buyer members are given the option to purchase steel products from an on-line product catalog by either an auction mechanism or a fixed-price product guide.

Peterson, as described in its abstract, discloses a system for registering insurance transactions and communicating the insurance transactions to a home office computer. Insurance agents use a portable computer to registering their transactions into a portable computer in the field and to communicate the insurance agent transactions to a home office computer which, in turn, processes the insurance agent transactions and transmits updated insurance information back to the portable computer.

To establish a prima facie case of obviousness, the prior art references must disclose or suggest all of the claimed features. MPEP 2143. Applicants respectfully submit that this criteria have not been met with respect to the rejected claims.

In summary, the Applicants, in the last office action, urged that Stewart and Peterson references, either individually or in combination, do not teach or suggest for claimed "network entities" limitation of independent claims 1, 16, 31, 46, and 52. For example, Claim 1 of the present invention recites in part, "A method facilitated by a computer network

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to accomplish a trusted insurance transaction between an insurance business entity and a *plurality of individual networked insurance consumers* forming a network entity, comprising the acts of: providing an administrative server having a communications channel for electronically communicating with the insurance business entity and having a communications channel for electronically communicating with the networked entity and the networked insurance consumers...."

As Applicants suggested in the previous amendment, Stewart does not teach the claim limitation of communicating with both the networked entity and the networked insurance consumers since Stewart, for example at Paragraph 20, discloses a buyer that is synonymous with the corporate entity that buyer represents. In this way, the buyer disclosed in Stewart does not represent both a separate networked entity and plurality of individual networked insurance consumers as claimed. In contrast, the present invention requires a physical networking architecture that allows communication by both the networked entity and the individual consumers of that entity that is not disclosed in Stewart.

In reply to the Response in the Office Action at section 22, Applicant respectfully submit that the Action has misconstrued the terms 'networked entity'" and "networked insurance consumer."

As disclosed in the spec, a common example of a "networked entity" is "a corporation employing a large number of employees" where those employees have network access through the employer's secure network. (p. 13, lines 1-3). Where a networked entity is a corporation as above, a "networked insurance consumer" would be an employee who receives insurance through her employer. (p. 13, lines 6-8) A "networked insurance consumer" is therefore a "networked consumer" who benefits from an insurance policy negotiated by a networked entity of which the networked consumer is a member. The networked entity negotiates the terms of the insurance policy with the business entity and pays for the policy directly to the business entity. (p. 17, lines 3-7, 18) The networked insurance consumer selects features of her policy (as allowed under the policy negotiated by the networked entity) and submits personal details to the business entity without revealing them to the networked entity. (p. 17, lines 12-16). A common example is a corporate employer who purchases a health insurance policy for its employees, where its employees can manage their health plans without sharing personal health information with their employer.

With reference to FIGS. 2 and 3 of the present application, a networked entity allows a plurality of networked consumers 25, 27 to securely access a network entity 17. The

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network entity 17, then securely accesses an administrative server 13, which in turn, further securely connects to a business entity 11. Applicants strongly believe that this 4 layer configuration is simply not present in either Stewart or Peterson.

As previously suggested, Stewart discloses an online store where a single buyer purchases from a single seller at an auction. The buyer in Stewart cannot be a networked entity purchasing and negotiating insurance for networked insurance consumers, and Stewart does not disclose a method for allowing networked insurance consumers to make personal selections with respect to the insurance purchased by a networked entity.

Similarly, Peterson discloses a method for individual insurance agents to register insurance transactions from a home office. In fact, Peterson actually teaches away from allowing networked insurance consumers to make personal selections on their policies from their own PCs.

In view of these patentable distinctions, Applicants request withdrawal of the rejection of claims 1-62 under 35 U.S.C. 103(a) based on Stewart in view of Peterson.

Applicants further suggest that the one or more of the claims are allowable on other grounds that have not been addressed in the Office Action. For example, the Office Action does not address additional claim limitation not found Claim 1 recites, in part, "whereby *each of said registered insurance consumers* can access data provided by the registered insurance business entity and associated with said RCID and can make *personal* selections on the data, the selections being stored in the administrative server." The claimed invention required storage of each registered insurance consumer's personal selections. Neither Stewart or Peterson teaches or suggests storage of a plurality of personal selections from within each networked entity. Claims 2-15 depend from independent claim 1. Thus, it is respectfully submitted that dependent Claims 2-15 are also distinguishable over the applied references for at least the reasons described above with respect to Claim 1.

In summary, Applicants respectfully request withdrawal of the rejection of claims 1-62 under 35 U.S.C. 103(a) based on Stewart in view of Peterson and submit that the application now stands in condition for allowance.

CONCLUSION

In view of the foregoing, Applicants submit that this application is in condition for allowance and such disposition is earnestly solicited. If the Examiner believes that the prosecution of this case might be advanced by discussing the application with Applicants'

representative, in person, or over the telephone, we would welcome the opportunity to do so.
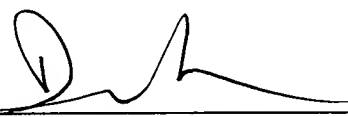
EXCEPT for fees payable under 37 CFR §1.18, the Commissioner is hereby authorized by this paper to charge any additional fees during the entire pendency of this application, including fees due under 37 CFR §1.16 and 1.17 which may be required, including any required extension of time fees, or credit, any overpayment to deposit account No. 50-1349. This paragraph is intended to be a constructive petition for extension of time in accordance with 37 CFR §1.136(a)(3).

If there are any fees due in connection with the filing of this response, please charge the fees to our Deposit Account No. 50-1349.

Respectfully submitted,

Dated: January 25, 2006   By: _____

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